

11/21/07 8:24:05 SS
BK 2,821 PG 413
DESOTO COUNTY, MS
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This document was prepared by: COMMUNITY BANK, N. A.
6465 N. QUAIL HOLLOW, SUITE 100
MEMPHIS, TN 38120
(901) 309-3753

(name, address, phone number)

____ State of Mississippi _____ Space Above This Line For Recording Data _____

MODIFICATION OF DEED OF TRUST

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is OCTOBER 17, 2007
_____. The parties and their addresses are:

GRANTOR: JAMES G DENDY
BARBARA S DENDY
6875 FOXCHASE

SOUTHAVEN, MS 38671
TRUSTEE: Simon E. Weir, II

LENDER: COMMUNITY BANK, N. A.
6465 N. QUAIL HOLLOW, SUITE 100
MEMPHIS, TN 38120

BACKGROUND. Grantor and Lender entered into a Security Instrument dated JUNE 27, 2001
_____ and recorded on JULY 12, 2001 _____. The
Security Instrument was recorded in the records of DESOTO
_____ County, Mississippi at BOOK 1354 PAGE 0199
_____. The property
is located in DESOTO _____ County at 6875 FOXCHASE, SOUTHAVEN, MS. 38671
_____.

Described as:

LOT 4, STONEHEDGE SUBDIVISION, LOCATED IN SECTION 32, TOWNSHIP 1
SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI, AS RECORDED IN PLAT
BOOK 24, PAGES 28-32, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO
COUNTY, MISSISSIPPI.

Community
Helo
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MODIFICATION. For value received, Grantor and Lender agree to modify the original Security Instrument. Grantor and Lender agree that this Modification continues the effectiveness of the original Security Instrument. The Security Instrument was given to secure the original debts and obligations (whether identified as Secured Debts, Sums Secured, or otherwise) that now have been modified. Together with this Modification, the Security Instrument now secures the following debts and all extensions, renewals, refinancings, modifications and replacements. *(Include items such as borrower's name, note or contract amounts, interest rates (whether variable), maturity dates, etc.)*

Note dated OCTOBER 17, 2007 in the amount of \$401,188.75
with a maturity date of 07/17/08
said loan in the name(s) of SOUTHAVEN KAWASAKI-YAMAHA, INC.

☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$ 401,188.75 ☐ which is a \$
☐ increase ☐ decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly made pursuant to the Security Instrument. Also, this limitation does not apply to advances made under the terms of the Security Instrument to protect Lender's security and to perform any of the covenants contained in the Security Instrument.

WARRANTY OF TITLE. Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the property. Grantor also warrants that such same property is unencumbered, except for encumbrances of record.

CONTINUATION OF TERMS. Except as specifically amended in this Modification, all terms of the Security Instrument remain in effect.

SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Modification. Grantor also acknowledges receipt of a copy of the Modification.

GRANTOR:

(Signature)  (Date) _____
JAMES G DENDY

(Signature)  (Date) _____
BARBARA S DENDY

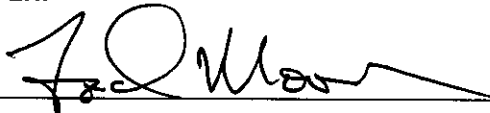
(Signature) _____ (Date) _____

(Signature) _____ (Date) _____

(Signature) _____ (Date) _____

(Signature) _____ (Date) _____

LENDER: COMMUNITY BANK, N. A.

By 

ACKNOWLEDGMENT:

STATE OF MISSISSIPPI, COUNTY OF DESOTO } ss.
 (Individual) Personally appeared before me, the undersigned authority in and for the said
 county and state, on this 17th day of OCTOBER 2007,
 within my jurisdiction, the within named
JAMES G DENDY BARBARA S DENDY
 who acknowledged that he/she/they executed the above and foregoing instrument.
 My commission expires



Laura E. Arnold
 (Notary Public)

ACKNOWLEDGMENT:

STATE OF Mississippi, COUNTY OF Desoto } ss.
 (Lender) Personally appeared before me, the undersigned authority in and for the said
 county and state, on this 17th day of October 2007,
 within my jurisdiction, the within named Ford Moore

who acknowledged that he/she/they is/are 1st Vice President of
Community Bank, N.A.

My commission expires:

(Seal)

July 11-2009 Laura E. Arnold
 (Notary Public)

